

AGREEMENT

BETWEEN

**THE CARDINAL COMMUNITY
SCHOOL DISTRICT**

AND

**THE CARDINAL EDUCATION
ASSOCIATION**

2006-2007

TABLE OF CONTENTS

Article I	Recognition.....	1
Article II	Procedures for Negotiations.....	2
Article III	Grievance Procedure.....	3
Article IV	Association Rights.....	5
Article V	Reduction of Staff.....	6
Article VI	Insurance.....	7
Article VII	Wages and Salaries.....	8
Article VIII	Employee Evaluation.....	10
Article IX	Sick Leaves & Emergency Leaves.....	12
Article X	Health Provisions.....	16
Article XI	Safety Provisions	17
Article XII	Vacancies.....	18
Article XIII	Dues Deduction.....	19
Article XIV	Employee Hours	20
Article XV	Transfer Procedures.....	21
Article XVI	Basic Agreement.....	22
	2005-06 Salary Schedule.....	23
	Schedule II - Extra Duty.....	24
	Schedule III Supplemental Duty Pay.....	25
	Schedule XVII.....	26
	Grievance Form.....	27

ARTICLE I

RECOGNITION

The Board of Education of the Cardinal Community School District recognizes the Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case 413) issued by the PERB on the 19th day of November, 1975, and who are employed by the Cardinal Community School District. The bargaining unit is as follows:

INCLUDED: Anyone regularly employed by the Cardinal Community School District as a full or regular part-time teacher, librarian, guidance counselor, ESEA teacher, nurse, learning disabilities teacher, special education teacher, and who holds a current valid certificate from the State of Iowa for any of the positions.

EXCLUDED: All of those not listed above and employed by the Cardinal Community School District, including but not limited to teacher aides, substitute teachers, cafeteria workers, bus drivers, secretaries, janitors, and all other employees specifically prohibited by law.

The term "Board" as used in this Agreement shall mean the Board of Education of the District or its duly authorized representatives.

The term "employee" as used in this Agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by PERB.

The term "Association" as used in this Agreement shall mean the Cardinal Education Association or its duly authorized representatives or agents.

ARTICLE II

PROCEDURES FOR NEGOTIATIONS

SECTION A. Initialing Tentative Agreements

If both parties agree, articles tentatively agreed to may be initialed by each party, dated, and set aside subject to final ratification of the agreement.

SECTION B. Request for Meetings

Request from the Association for negotiation meetings shall be made through the Superintendent of Schools.

SECTION C. Negotiation Teams

Neither party in negotiations shall have control over the selection of the bargaining representatives of the other party.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

SECTION B. (a) every teacher or group of teachers, or the Association, covered by this Agreement shall have the right to present grievance in accordance with these procedures. Teachers on layoff will have the right to file grievances.

(b) The failure of a teacher (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.

(c) In the event that any grievance goes beyond the third step, a teacher or Association representative shall not lose any pay due to time lost on the day or days of the hearing.

(d) Any employee shall be free to adjust individual complaints without Association representation if he or she so desires. However, the Association must be made aware of any of those adjustments in writing, and must be allowed to grieve the adjustment if they are inconsistent with the contract.

SECTION C. **a) First Step**

In the event of an alleged grievance, the staff member shall fill out a form provided by the school requesting that an attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and his or her principal within ten (10) school days of the occurrence of the alleged contract violation. If the Principal is unavailable during that period, the employee may proceed to level two provided that they have notified the Principal's secretary in writing.

(b) Second Step

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Master Contract which are being grieved, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing with reasons to the teacher and the Superintendent within ten (10) school days after receipt of the grievance. The principal should also give a copy of the written response to the Association.

(C) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within ten (10) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent or the Board President shall meet to resolve the grievance. The Superintendent or the Board President shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher and the principal. The Superintendent should also make a copy of the disposition available to the Association.

(D) Fourth Step

If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within ten (10) school days from receipt of the Step Three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach an agreement on an arbitrator within seven (7) days, the PERB or the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's services shall be borne equally by the School District and the Association unless an individual teacher has chosen to adjust a grievance without Association help. In this case, expenses shall be borne equally by the School District and the individual teacher. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. Authority shall be strictly limited to deciding only the issue or issues presented in writing by the School District and the Association and the decision must be based solely and only upon interpretation of the meaning of application of the express relevant language of the Agreement.

ARTICLE IV

ASSOCIATION RIGHTS

SECTION A. Use of Facilities

The Association shall have the right to hold meetings on school district property before or after the regular school working day provided such meetings in no way interfere with the teachers carrying out any of their assigned duties. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Association. Such meetings will be scheduled with the District Superintendent's office.

SECTION B. Communications

The Association shall have the right to use faculty mailboxes/e-mail for communications relating to the conduct of the negotiating agent business on behalf of the members of the negotiating unit. Such materials shall contain no derogatory information about any individuals or any group of individuals.

The Association will be provided with bulletin board space in each school. Only authorized representatives of the Association will use the bulletin boards for Association announcements and all materials posted will relate only to the Association official business as negotiating agent of the teaching staff. Such materials shall contain no derogatory information about any individuals or any group of individuals.

SECTION C. Machines & Equipment

The use of equipment, including typewriters, mimeographing machines, other duplicating equipment designed, calculating machines, and all types of audio , visual equipment, when such equipment is not in use, will be granted by the building principal when use of such does not interfere with the normal educational process. The Association will pay actual cost for materials and supplies incidental to such use plus any maintenance cost resulting from the use thereof. Requests for use will occur so as not to cause out-of-pocket expense to the District.

SECTION D. Access to Information

The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the School District including the annual financial report and adopted budget. Nothing herein shall require the administrative staff to research and assemble information.

SECTION E. Seniority

The District shall provide a seniority list to each teacher by September 30 of the current year. Protests of, errors in or omissions from the seniority list must be made within thirty (30) calendar days.

ARTICLE V

REDUCTION OF STAFF

SECTION A. When in the sole exclusive and final judgment of the Board of Education, decline in enrollment, reduction of program or any reason requires reduction in staff; the administration shall attempt to accomplish same by attrition. In the event necessary reduction of staff cannot be adequately accomplished by attrition, the following procedure will be used listed in order of priority of termination:

- (1) Staff who have emergency or temporary certification provided that such reduction shall not result in elimination of curricular offerings.
- (2) Staff who are certified (K-12) and staff who are certified in the District's division (K-6) or subject area (7-12) affected will have contracts terminated upon the following basis with each point carrying equal value except in cases where factors mentioned in Item 3 are applicable.
 - (a) Seniority in the teaching area within the Cardinal School System. Seniority is defined as the number of years which an employee has worked for Cardinal Community Schools in a position which would meet all of the criteria necessary to be covered by this Master Contract as defined in Article I.
 - (b) Breadth (as determined by endorsements and approvals on the teacher's certificate) and depth (the number of college credit hours in the affected areas).
 - (c) Experience with different grade levels and/or subject matter areas.
- (3) The District shall retain the right to protect programs. In the event that reduction becomes necessary the right to protect programs shall supersede Items a, b, and c in Part 2.
- (4) People who have taught in more than one division at Cardinal will considered for retention in any division in which they have taught.

SECTION B. **Recall Rights**

Any employee laid off because of staff reductions shall have recall rights for two (2) years to any position in which he/she is qualified if a vacancy occurs in the area of which an employee is certified by the Iowa Department of Education and if the employer chooses to fill the vacancy. If such a vacancy occurs and the employer chooses to fill it, the employee will be notified by certified mail and have fifteen (15) days to respond. Laid off employees have the responsibility of keeping the District advised of any change of address. Failure to do so indicates a lack of desire for reinstatement for that year. Reinstated employees shall be placed on the salary schedule and receive benefits and leaves based on the step they would have been placed on following the year of reduction if reduction had not occurred.

ARTICLE VI

INSURANCE

SECTION A. **Payments**

The District will pay up to nine hundred and twenty five dollars (\$925.00) per month per teacher toward the current group hospital, medical and major medical and dental insurance based upon current medical and dental premium expenses. In the event of any financial savings occasioned by a reduction in premiums or a change in medical insurance or dental providers, such cost savings shall revert to the District; provided, however, that any employees currently enrolled in the dental insurance program and who are not now paying premiums therefore shall continue in such program without additional premium cost to said employees. The Association shall have the option of adding or dropping unlimited diagnostic x-ray and laboratory (DXL) insurance to their coverage at the time the premium rates become known. The District will provide a long term disability plan for all certificated personnel rated at 66% of earnings. A flexible benefit program will be added to the insurance plan.

SECTION B. **Coverage**

The group hospital, medical, and major medical insurance, dental insurance, shall be for twelve consecutive months beginning September of the contract year and continuing through the following August. Employees whose work is severed by resignation or dismissal in the system before the end of the work year shall be dropped from the District's group insurance roll. This will not apply to employees on leave of absence, or employees who do not renew their contract for the following year. Certificated employees' insurance benefits will be prorated for part time employment.

SECTION C. **Continuation**

Employees on a non-paid Board approved leave for one month or longer shall have the option to continue any or all of the group hospital, medical, major medical or dental insurance by paying the premiums themselves to the Board prior to the billing date.

SECTION D. **Selection of Carriers**

Selection of carriers will be made by the Board provided that the current coverage will not be decreased. Insurance coverage will be equal to plan in effect during the 2001-02 school year.

ARTICLE VII

WAGES AND SALARIES

A. Schedule

The salary of each employee shall be determined in conjunction with the regular salary schedule which is attached hereto and made a part of this agreement. Phase I and II monies have been fully integrated into the schedule and in 1990-91 employees were artificially placed on the schedule. The regular salary schedule and the artificial placement of employees are contingent on the continuation of Phase I and II funds. This schedule will revert to the 1989-1990 salary schedule and be renegotiated with the loss of Phase I or II funds.

B. Placement on the Salary Schedule

(1) Credit for Experience

Full credit may be given for up to fifteen (15) years successful teaching experience earned outside the Cardinal Community School District. This provision shall not be retroactive. New employees with previous experience will be placed on the schedule with people of equal years experience and education.

(2) Increments

Employees on the salary schedule adopted in this contract shall be granted one increment on vertical step on the schedule for each successful year of service until the maximum for their educational classification is reached. A year of service in the District shall consist of at least one semester of service to the District in a given year.

(3) Educational Lanes

(a) When employees are on the last step of the BA lane for more than one year and qualify
For the BA+15 lane they shall move over and down two steps.

(b) In order for a teacher to move from one training lane to another the teacher must file evidence of approved academic credits on or before September 15 each year. The change in training lanes will occur no later than September of each year.

(4) Nurses Salary

The nurse shall be placed on a separate Schedule IV. Placement on this schedule will be based upon years of experience as a school nurse and will be interpreted as an index of BA Step of the salary schedule for teachers.

(5) Longevity Pay

When the maximum is reached for BA+30, MA, MA+15 and MA+30, the employee shall be granted an increase of 1% of the current BA base for each year beyond the maximum allowed by the regular Salary Schedule I. This began with the 1985-86 school year and is not retroactive, and shall be limited to five steps.

C. To qualify for the BA+30 column, twenty hours must be in the field in which the employee is teaching. Exceptions to this may be made with the Superintendent's approval. To qualify for the MA column, the degree must be in the employee's teaching field.

- D. The salary schedule is based on the school calendar of 192 days. A teacher whose work days exceed 192 days will have his or her contract adjusted by adding the per diem salary, based on 192 day contract salary, for each additional work day.
- E. **Method of Payment**
- (1) **Pav Periods**
Each employee will be paid in twenty-four (24) installments on the fifth (5th) and the twentieth (20th) of each month. Employees will receive checks at their assigned buildings unless otherwise designated by the employee.
- (2) **Summer Checks**
Summer checks will be mailed to the address designated by the employee.
- (3) **New Teachers**
Employees who are new to the teaching profession may, at their option, elect to receive up to \$500 of their first salary installment after completion of the first contract day provided all necessary state and local requirements have been completed.
- (4) **Final Pav**
Retiring employees shall have the option of receiving all or part of their earned, contracted salary on/before June 30 of the summer in which they retire.
- F. **Supplemental Pay**
Regarding summer activities, this pay shall be based on the Extra Duty Schedule and Supplementary Duty Pay Schedule, which are in effect at the end of the school year.
- G. The Board will release any teacher from a contract for the following year prior to June 15 of the year of employment. Resignations after June 15 will be accepted only if a suitable replacement can be found and the cost of securing the replacement is paid by the teacher. This shall include such itemized costs as advertising, phone calls, and mileage from interviews, and shall not exceed \$400. This shall not apply to teachers leaving the District for professional advancement.
- H. Employees who are assigned a regular extra class will be compensated at the rate of an additional one eighth of their annual salary for each extra class. For the purpose of this Section, an extra class is defined as one which is assigned in lieu of a preparation period or where a teacher is assigned to teach two subjects during a single class period.
- I. **Supplemental Duty Assignment**
Those duties requiring time on Saturday, Sunday or holidays shall be paid 1 1/2 times the hourly rate.

ARTICLE VIII

EMPLOYEE EVALUATION

- SECTION A.** By September 30th of each school year, a member of the administrative staff shall acquaint employees with the evaluation procedures, criteria, and instruments. An employee starting work after the beginning of the school year shall be given such notification no later than one (1) week prior to the first formal evaluation.
- SECTION B.** Formal observation of work performance of a teacher shall be conducted openly. A copy of the Post-Observation Reflection Form shall be given to the principal within five (5) working days of the observation. A conference shall be held between the principal and the teacher within ten (10) days of the observation. This time may be extended by mutual agreement. The teacher shall sign the evaluator's copy acknowledging receipt of the teacher's copy. The teacher's signature on the observation or evaluation form shall be understood to indicate his or her awareness of the material but in no instance shall said signature be interpreted to mean agreement with content of the material.
- SECTION C.** The teacher shall have the right to submit a written response regarding any aspect of the evaluation. The written response shall be made on the form provided by the District and shall be submitted within ten (10) working days of the conference. Any material including written complaints used for evaluation purposes shall not be placed in the teacher's personnel file without the employee's knowledge.
- SECTION D.** Tier I Beginning Teacher shall mean an individual serving under an initial provisional license, issued by board of educational examiners, under charter 272 who is assuming a position as a classroom teacher. Tier I teachers will be formally observed by their principal at least three times at mutually agreed upon times. The first two formal observations will be conducted prior to 1 February of each contract year. The third formal observation and summative report will be completed no later than 15 April of each contract year. These observations will focus upon the Iowa Teaching Standards and Criteria. Each observation will include a pre-conference and a feedback conference. The District will provide a form for the summative evaluation report.
- SECTION E.** Probationary Career Teacher shall mean an individual who holds a valid practitioner's license but has served less than two years in the District. Tier II, probationary career teachers, will be formally observed by their principal at least two times at mutually agreed upon times. The first formal evaluation will occur prior to 1 February of each contract year. The second formal observation and a summative report will be completed by 15 April of each contract year. These observations will focus upon the Iowa Teaching Standards and Criteria. Each observation will include a pre-conference and a feedback conference. The District will provide a form for the summative evaluation report.
- SECTION F.** Tier II teachers shall annually design their own professional growth plan in consultation with building principals. These process plans are formulated into a written document called an "Individual Career Development Plan."

- SECTION G.** *At least once every three years, Tier II teacher's performance shall be evaluated by a building principal on each of the Iowa Teaching Standards and Criteria. Each standard will be rated as "meets standard" or "does not meet standard". Each standard's criteria will not be rated but will be used as a reference point for gathering evidence to overall performance on each standard. Artifacts related to each teacher's annual professional learning plan would be used as documentation when completing the summative evaluation.*
- SECTION H.** Tier II teachers will be formally observed by their principal at least once during the performance review cycle. The observation will occur at a mutually agreed upon time. The formal observation shall occur prior to 15 April. The observation will focus on the Iowa Teaching Standards and Criteria. The observation will include a pre-conference and a feedback conference. The District will provide a form for the summative evaluation report.
- SECTION I.** This Article deals with but a single method of evaluation, i.e. formal evaluative observation of teacher/certified staff performance. Nothing in this Article is to be construed as precluding evaluation of teacher/certified staff based on informal observations of conduct during school hours and at school activities and their ability to carry out other assigned duties outside of the classroom. Any complaints directed toward an employee which are placed in his/her personnel file shall be promptly called to the teacher's attention in writing before being placed in the file.
- SECTION J.** Each employee shall have the right to review the contents of his/her personnel file. College placement credentials are specifically excluded from this review.
- SECTION K.** An employee who has been evaluated has the right to grieve evaluations as provided by Iowa law through the grievance procedure set forth in this contract.
- SECTION L** Any adverse criticism of employees shall be made in confidence and never in the presence of students or parents, or in other public gatherings. If a complaint is received by the administration, the employee shall be notified and then have two working days to respond before it is placed into the personnel file.

ARTICLE IX

SICK LEAVES & EMERGENCY LEAVES

SECTION A. Sick Leave

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 15th of each school year. Absence with pay will be allowed for personal illness or injury with full pay as follows:

First year of employment.....	11 days
Second year of employment.....	12 days
Third year of employment.....	13 days
Fourth year of employment.....	14 days
Fifth year of employment.....	15 days
Subsequent years	15 days

The above amounts shall apply only to consecutive years of employment in the same system with the accumulated past sick leave, credited current sick leave, and personal leave shall not be more than a total of 120 days. However, when an employee has accumulated 120 days at the beginning of each school year, he/she shall receive the additional 15 days and their total accumulation shall remain at 120 days as long as 15 or fewer days of sick leave are used during the school year. If an employee's service is interrupted by Reduction in Force, employee shall retain sick leave earned prior to Reduction in Force and be credited with that amount at reinstatement as an employee. The Board can and may require such evidence of illness as it desires. Upon retirement, the teacher shall be remunerated for the unused leave at 25% of substitute pay not to exceed \$1,800.

SECTION B. Immediate Family Illness Leave

Employees shall be granted leave of absence at full pay for illness in the immediate family not to exceed five days per year. Immediate family shall mean, except in unusual circumstances: (a) spouse and children; (b) father or mother; (c) brother or sister (in immediate household or seriously ill). When the employee's five (5) days of immediate family illness leave have been used, the employee may acquire extra days of leave in exchange for the present year's sick leave at the rate of two (2) sick leave days for each additional day of immediate family illness leave.

SECTION C. Funerals

Employees shall be granted a leave of absence at full pay for funerals in the immediate family not to exceed five days per death, except in unusual circumstances. Immediate shall mean: (a) spouse and children; (b) father, mother, brother or sister of either spouse; (c) grandparents of either spouse. Employees shall also be granted a leave of absence at full pay for funerals of brother-in-laws or sister-in-law of either spouse not to exceed one (1) day per death except in unusual circumstances as determined at the sole discretion of the Superintendent of Schools.

SECTION D. Personal Leave

Each employee will be granted two days of personal leave annually. Requests are to be submitted to the principal or immediate supervisor at least two days in advance, except in unusual circumstances, and will be granted as long as

demand does not exceed availability of substitutes. These are for obligations and activities which are not covered under other leaves. The employee shall not be required to explain the reason for the leave. No leave shall be granted the day before or day after scheduled vacations except in an unusual circumstance as determined by the Superintendent of Schools. Unused personal days may accumulate to a maximum of four (4) days, if unused the previous year. Days carried over from the previous year will be used for the purpose of the employee conducting personal business that cannot be taken care of outside of the regular work day and is not covered under any other leaves to which the employee has available days. The employee shall notify the district when the leave is for personal business. Beyond that unused personal days shall be added to teachers sick day accumulation, but accumulated sick leave, credited sick leave, and unused personal days shall not be more than a total of 120 days.

SECTION E. Absence Without Pay

Absence without pay may be authorized by the Superintendent for purposes which he considers urgent and necessary. For such absences, deductions from the employee's salary will be made in accordance with the School District's pay deduction regulations. Extra duty pay shall not be deducted if the employee's extra duty is not applicable. An employee shall make application for authorization at least ten days in advance of the occurrence or if advance application is not possible not later than ten days after the occurrence. Length of service, previous record of absence other than that for personal illness, and the purpose of the absence shall be factors in the decision as to authorization. This section applies to employees requested absence without pay leave and does not apply toward the extension of Sections A, B, and C.

SECTION F. Association Leave

Up to six days leave shall be available for representatives of the Association to attend conferences and conventions of the local, state, and national affiliated organizations. When a substitute is necessary, the Association shall pay for the cost of the substitute. When grievance arbitrations must be scheduled on working hours, up to three (3) representatives and/or witnesses of the Association, including the grievant, will be granted a leave of absence to attend the hearing at no loss of pay.

SECTION G. Jury Leave

Any employee called for jury duty during school hours shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the District. Any employee subpoenaed to testify in proceedings arising out of the employee's teaching responsibilities, including but not limited to witnessing of events arising out of said responsibilities, or activities conducted by the Department of Human Services, not generated by the employer or employee, and requiring employee's attendance during school hours, shall be provided such time with pay. Any fees or remuneration the employee receives during such leave shall be turned over to the District by the employee. Said leave request must be documented by the employee to the Superintendent at least twenty-four (24) hours before the leave is effective and said leave shall not exceed three (3) days per annum.

SECTION H. **Professional Leave**

Employees, with the approval of their Principal and Superintendent, may be granted professional leave for the purpose of attending conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations. Such leave shall be related to the duties the employee performs for the school district and shall not be used for local association functions, or ISEA district and state meetings. Approval for professional leave may be contingent on availability of substitutes, number of requests on the same day, financial resources, etc. Requests to the principal for professional leave shall be submitted at least one week in advance. If an employee is requested by the administration to attend a professional meeting, the school will assume the cost of registration, meals, lodging, and mileage. If professional leave is granted at the request of the employee, the school will reimburse the employee for mileage to and from the meeting; all other costs shall be paid by the employee.

SECTION I. **Sabbatical Leave**

A. **Purpose**

The Board may grant an employee an unpaid sabbatical leave for study (including study in another area of specialization), for travel, or for other reasons of value to the employee. The employee shall have the opportunity to continue all fringe benefits at their own expense.

B. **Conditions**

Sabbatical leave may be granted subject to the following conditions:

1. **Percentage of Employees.** If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of five percent (5%) of employees at any one time.
2. **Requests** - Requests for sabbatical leave shall be presented to a jointly established Sabbatical Leave Committee (SLC), which Committee shall determine applicant's qualifications for sabbatical leave in accordance with the requirements it shall prescribe. The SLC shall be composed of an equal number of Board and Association members representing the elementary and secondary teaching levels. The Association shall appoint its members of the SLC. Requests containing the information prescribed by the SLC shall be submitted no later than the first week of January. Recommendations from the SLC to the Board for action on such requests must be made no later than April 30 of the school year preceding the school year for which the leave is requested.
3. **Minimum Time to Qualify.** In order to qualify for a sabbatical leave, the employee must have completed at least seven (7) full years of service in this District and agree to work for the District at least one (1) year after the sabbatical leave.
4. **Remuneration.** During the period of sabbatical leave, the employee may accept grants or fellowships, or may engage in remunerative employment.

5. Return. Upon return from sabbatical leave, an employee shall be placed on the salary schedule then in effect at the step following the step they were on during their last year of teaching. If additional credit hours were earned he/she will be placed on the appropriate step of the salary schedule.

SECTION J. Any decision by the Superintendent to approve or deny extension of leaves due to unusual circumstances shall not be subject to the grievance procedure.

SECTION K. **Non Cumulative**

Leaves in Sections B, C, D, F, G, & H of this Article are annual leaves and are not cumulative.

ARTICLE X

HEALTH PROVISIONS

SECTION A. Each teacher is required to have a physical examination every three years. The District will pay up to \$50.00 toward the cost of the physical examination required by the District. For those who have a positive reaction to the tuberculin skin test, the District will pay the cost for a chest x-ray.

SECTION B The employees agree to abide by the districts policy regarding tobacco use on district property and shall not use tobacco on school grounds. Employees shall be allowed to leave the school property up to two times per day, not to exceed 10 minutes off the property each time. Leaving school property shall be during their scheduled lunch period or other non-student contact time, but shall not be during the first thirty minutes or last thirty minutes of the workday. In addition, employees shall be provided with the option to enroll in a tobacco cessation program at the district's expense

ARTICLE XI

SAFETY PROVISIONS

- I. In the event of an emergency situation which threatens the safety of students and employees, the employees will be required to assist in providing for student safety.
 - II. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another teacher or student.
 - III. In case of a bomb threat, no employee shall be required to search for a bomb.
 - IV. A crisis plan will be in place and reviewed yearly with employees.
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ARTICLE XII

VACANCIES

When a vacancy occurs in a teaching position during the school year and the District desires to permanently fill the position, the position will be posted in the faculty lounge for three work days. When a vacancy occurs in a teaching position during summer vacation, notification of the vacancy will be mailed to employees who have pre-filed requests for notification of such summer vacancies. Pre-filed requests for notification must be submitted by June 1. Vacancies shall be posted in the school administrative office. Pre-filed requests are valid for one year from date of receipt. The summer vacancy will not be filled until seven calendar days after date of mailing or posting, whichever is later.

In the case of extra duty positions each year, prior to the issuance of contracts, a listing of all duty positions listed in Schedule II will be given to all teachers. If any teacher is interested in filling any one or more of these positions, they shall indicate interest in that position in the event that such a vacancy occurs and return the form to the Superintendent's office. This will constitute a notice of such vacancies and an application on their part for the extra duty vacancy.

ARTICLE XIII

DUES DEDUCTION

- SECTION A. All members of the Association or any person applying for membership will sign and deliver to the District Secretary a form authorizing payroll deductions of annual dues for membership in only the CEA, the ISEA, and the NEA.
- SECTION B. Payroll dues deductions shall be arranged whereby dues will be deducted from each authorized employee's check in equal bi-monthly installments.
- SECTION C. The Association shall provide the District Board Secretary with an authorized list of members' names for whom membership dues are to be deducted and the amount to be withheld for each member. The authorized list shall be submitted twelve (12) days prior to the District's monthly payroll date in which the deduction is to commence.
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- SECTION D. The Cardinal Community School District will transmit to the Association the total monthly deductions ten (10) days after the last pay period each month.
- SECTION E. Excluded from these provisions of this Master Contract Agreement shall be initiation fees, special assessment, back dues, fine, or similar items.
- SECTION F. It shall be the responsibility of the Association to inform members of the voluntary dues deduction system and procedure.
- SECTION G. The Association does hereby agree to indemnify the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability, including court costs arising but of the application of the provisions of this Master Contract Agreement relating to dues deduction.

ARTICLE XIV

EMPLOYEE HOURS

SECTION A. In the pupils day employees shall have in addition to their lunch period, a daily break during which they shall not be assigned any other duties as follows:

- (a) Elementary – Every teacher shall have one 25 minute break period per day plus a minimum of one 15 minute break period per day.
 - (b) Junior High - Minimum of a 40 minute break period per day.
 - (c) High School – Minimum of a 40 minute break period per day.
 - (d) Titled compensation for assuming another's duty is \$10 per ½ hour (i.e. \$15/45 minutes). The above work would be done during the employee's break time.
-

ARTICLE XV TRANSFER

PROCEDURES

A. Transfers

Transfers shall *be* defined as movement of an employee to a different assignment, grade level, subject area or building.

B. Voluntary Transfer

Employee-requested transfers

1. In order to give all employees a chance to apply for a transfer, any position open as a result of resignation, termination, or transfer that is to be filled by a permanent employee shall be posted.
2. An employee who desires a transfer may file a written statement with the office of the Superintendent.
3. If more than one employee applies for the same position, and in the sole, exclusive, and final judgment of the employer, the employee's qualifications are considered equal; the employee with the greatest seniority shall have priority.
4. If an employee's request for transfer is denied, they shall receive a prompt written notice.

C. Involuntary Transfer

Administrative-initiated transfers

1. The provisions of paragraph B shall be implemented to allow for voluntary transfer before an involuntary transfer is made.
2. The Superintendent shall inform the employee in writing of the reasons for the transfer.
3. If the employee requests, the employee may have a conference with the Principal and Superintendent on the reasons for the transfer within five (5) school days of the request by the employee.
4. If the involuntary transfer is necessary within a building, whenever possible, employees in that building will be transferred in the reverse order of seniority.
5. No employee shall be transferred involuntarily without good cause and definite reason, and the District shall show cause and state reasons, in writing, for the involuntary transfer.

**ARTICLE XVI
BASIC AGREEMENT**

- A. If any provisions or applications of this Agreement are held to be contrary to law then such provision or application shall not be deemed valid except to the extent permitted by law. All other provisions or applications shall continue in full force and effect. Whenever any notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by letter in person at the following designated address or at such other address as may be determined by a party in written notification of the other part.

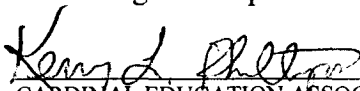
If by the Association, to the Board at:

Office of the Superintendent
Cardinal Community Schools
Eldon, IA 52554

If by the Board, to the Association at:

President, Cardinal Education Association
Cardinal Community Schools
Eldon, IA 52554

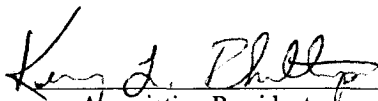
- B. One copy of this Agreement shall be printed, at the expense of the District, for each employee and made available to him/her within thirty (30) days after the Agreement is signed. A copy of this Agreement shall be made available to prospective employees when presented a contract for consideration.
- C. The duration of the Agreement will extend from July 1, 2006 to June 30, 2007.
- D. In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators and their signatures placed thereon, all on the 10th day of October, 2006.



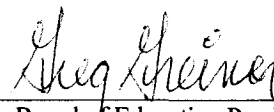
CARDINAL EDUCATION ASSOCIATION
Chief Negotiator



CARDINAL COMMUNITY SCHOOLS
Chief Negotiator



Association President



Board of Education President

CARDINAL COMMUNITY SCHOOL DISTRICT

2006-2007 SALARY SCHEDULE

Base Salary of \$22,945

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	22945	24322	25010	25698	27075	27763
1	23863	25240	25928	26616	27993	28681
2	24781	26157	26846	27534	28911	29599
3	25698	27075	27763	28452	29829	30517
4	26616	27993	28681	29370	30746	31435
5	27534	28911	29599	30287	31664	32352
6	28452	29829	30517	31205	32582	33270
7	29370	30746	31435	32123	33500	34188
8	30287	31664	32352	33041	34418	35106
9	31205	32582	33270	33959	35335	36024
10	32123	33500	34188	34876	36253	36941
11		34418	35106	35794	37171	37859
12		35335	36024	36712	38089	38777
13		36253	36941	37630	39007	39695
14		37171	37859	38548	39924	40613
15			38089	39465	40842	41530
			38318	39695	41072	41760
			38548	39924	41301	41989
			38777	40154	41530	42219
			39007	40383	41760	42448
				40613	41989	42678

SCHEDULE II – EXTRA DUTY

% Beg. BA Base

ATHLETICS	K-12 Activities Director.....	18
	High School Head Coach.....	12
	Football, Volleyball, Boys & Girls Cross Country, Wrestling, Boys Basketball, Boys Track, Girls Basketball, Baseball, Softball, Girls Track	
	High School Asst. Coach.....	8
	Football, Volleyball, Basketball, Baseball, Softball, Wrestling, Track	
	Junior High School Head Coach.....	6
	Football, Volleyball, Basketball, Wrestling, Track, Softball	
	Junior High School Asst. Coach.....	5
	Football, Volleyball, Basketball, Wrestling, Track, Softball	
MUSIC	High School/Junior High School Band.....	12
	High School Choir.....	8
TECHNOLOGY	Technology Director.....	8
	Technology Assistant.....	4
AUDIO VISUAL	Jr./Sr. High School.....	4
	Elementary School.....	4
SPONSORS	Yearbook.....	6
	High School Student Council Sponsor Chairperson.....	4
	Junior High School Student Council Sponsor.....	2
	High School Cheerleading Sponsor (per sport).....	4
	High School Drama (per play).....	4
	Junior Class Sponsor Chairperson.....	4
	Junior High School Cheerleading.....	4
	High School Speech.....	3
	Senior Class Sponsor.....	3
	Art Club.....	3
	Foreign Language Club.....	3
	National Honor Society.....	3
	SIT/SAT Team Member.....	2
	Quiz Bowl.....	2
	Mock Trial.....	2

At the start of the third year, those individuals on Schedule II that have remained in the same position shall receive an additional 1%. Employees shall be limited to receiving a maximum of 5% additional beyond the base rate for the position. Employees who transfer positions within the same Schedule II activity shall be allowed to take their years of experience with them to the new position.

SCHEDULE III

SUPPLEMENTAL DUTY PAY

These will apply to staff members who volunteer or are assigned to perform duties which must be provided by the school at school activities.

Employees covered by this Agreement will be paid at the rate of \$14.00 per hour.

SCHEDULE XVII

<u>RN</u>		<u>BSN</u>	
Steps	Index	Steps	Index
0	0.9	0	0.94
1	0.92	1	0.96
2	0.94	2	0.98
3	0.96	3	BA Step 0
4	0.98	4	BA Step 1
5	1.00	5	BA Step 2
6	1.02	6	BA Step 3
7	1.04	7	BA Step 4
8	1.06	8	BA Step 5
9	1.08	9	BA Step 6
10	1.10	10	BA Step 7

GRIEVANCE FORM

Informal Level

Aggrieved Party

Article/Section of Agreement

Building

Date of Violation

Principal/Supervisor

Date of Conference

.....

Formal Step I -- Immediate Supervisor

A. Date Filed: _____

B. Statement of Grievance: _____

C. Relief Sought: _____

Date

Signature of Aggrieved

D. Disposition by Principal or Immediate Supervisor: _____

Date

Signature of Principal

Formal Step Two – Superintendent

- A. _____
Signature of Aggrieved Person Date Received by Superintendent or
Designee
- B. Deposition by Superintendent or
Designee: _____

Date Signature of Superintendent
or Designee

Formal Step Three – Arbitration

- A. _____
Signature of Aggrieved Person Signature of Association President
- B. _____
Date Submitted to Arbitration
- C. Disposition and Award of Arbitration:

Date of Decision Arbitrator